

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

K.Mizra, LLC,	)	
	)	
Plaintiff,	)	Case No. 6:20-cv-01031-ADA
	)	
v.	)	<b>JURY TRIAL DEMANDED</b>
	)	
CISCO SYSTEMS, INC.,	)	
	)	
Defendants.	)	
	)	
	)	
	)	
	)	

**PLAINTIFF K.MIZRA LLC’S ANSWER TO DEFENDANT  
CISCO SYSTEMS, INC.’S COUNTERCLAIMS**

Plaintiff K.Mizra LLC (“K.Mizra”) for its Answer to the Counterclaims of Cisco Systems, Inc. (“Cisco”) hereby states as follows:

**GENERAL DENIAL**

Unless specifically admitted below, K.Mizra denies each and every allegation in the Counterclaims. To the extent the headings of the Counterclaims are construed as allegations, they are each denied.

**ANSWER TO COUNTERCLAIMS**

1. On information and belief, K.Mizra admits the allegations of Paragraph 1 of the Counterclaims.
2. K.Mizra admits that it is a Delaware corporation and denies the remaining allegations of Paragraph 2 of the Counterclaims.

3. The allegations in Paragraph 3 of the Counterclaims contain legal conclusions to which no answer is required.

4. The allegations in Paragraph 4 of the Counterclaims contain legal conclusions to which no answer is required.

5. K.Mizra admits that it filed its claims for patent infringement against Cisco in this Court. The remaining allegations in Paragraph 5 of the Counterclaims contain legal conclusions to which no answer is required.

6. K.Mizra admits the allegations of Paragraph 6 of the Counterclaims.

7. K.Mizra admits the allegations of Paragraph 7 of the Counterclaims.

8. The allegations in Paragraph 8 of the Counterclaims contain legal conclusions to which no answer is required.

9. The allegations in Paragraph 9 of the Counterclaims contain legal conclusions to which no answer is required.

10. The allegations in Paragraph 10 of the Counterclaims contain legal conclusions to which no answer is required.

11. The allegations in Paragraph 11 of the Counterclaims contain legal conclusions to which no answer is required.

#### **COUNT I (BREACH OF CONTRACT)**

12. K.Mizra incorporates by reference its responses to each of the paragraphs above as if fully stated herein.

13. K.Mizra admits that its predecessor-in-interest entered into a settlement and licensing agreement with a third party. The remaining allegations in Paragraph 13 of the Counterclaims contain legal conclusions to which no answer is required.

14. K.Mizra admits that it brought suit accusing Cisco of infringing the '705 patent. The remaining allegations of Paragraph 14 of the Counterclaims contain legal conclusions to which no answer is required.

15. K.Mizra admits that it brought suit accusing Cisco of infringing the '705 patent. The remaining allegations of Paragraph 15 of the Counterclaims contain legal conclusions to which no answer is required.

16. The allegations in Paragraph 16 of the Counterclaims contain legal conclusions to which no answer is required.

17. K.Mizra admits that Cisco seeks a declaratory judgment. The remaining allegations in Paragraph 17 of the Counterclaims contain legal conclusions to which no answer is required.

#### **COUNT II (DECLARATION OF LICENSE)**

18. K.Mizra incorporates by reference its responses to each of the paragraphs above as if fully stated herein.

19. K.Mizra admits that its predecessor-in-interest entered into a settlement and licensing agreement with a third party. The remaining allegations in Paragraph 19 of the Counterclaims contain legal conclusions to which no answer is required.

20. K.Mizra is without sufficient information necessary to form a conclusion concerning any injury and damage allegedly suffered by Cisco, and on that basis denies Cisco's related allegations in Paragraph 20. The remaining allegations in Paragraph 20 of the Counterclaims contain legal conclusions to which no answer is required.

21. K.Mizra admits that Cisco seeks a declaratory judgment. The remaining allegations in Paragraph 21 of the Counterclaims contain legal conclusions to which no answer is required.

### **PRAYER FOR RELIEF**

K.Mizra denies that Defendant is entitled to any relief whatsoever from K.Mizra or the Court, either as prayed for in Defendants' counterclaims or otherwise. To the extent that Defendants' Prayer for Relief is interpreted to contain any factual allegations, K.Mira denies them.

### **JURY DEMAND**

No response is required to Defendants' Demand for Jury Trial. K.Mizra reiterates its demand for a trial by jury in this action for all the issues so triable.

Date: December 13, 2021

Respectfully submitted,

FOLIO LAW GROUP PLLC

/s/Cliff Win, Jr.

Cristofer Leffler, WA SBN: 35020

Cliff Win, Jr., CA SBN: 270517

Folio Law Group PLLC

1200 Westlake Ave N., Ste. 809

Seattle, WA 98109

Tel: (206) 880-1802

cliff.win@foliolaw.com

cris.leffler@foliolaw.com

Joseph M. Abraham, TX SB No. 24088879

Law Office of Joseph M. Abraham

13492 Research Blvd., Suite 120, No. 177

Austin, TX 78750

T: 737-234-0201

Email: joe@joeabrahamlaw.com

*Attorneys for K.Mizra LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on December 13, 2021, I caused the foregoing document to be served on all counsel of record via ECF.

/s/Cliff Win, Jr.  
Cliff Win, Jr.